

1 DANIEL V. KOHLS, ESQ. (SB NO. 167987)
2 MICHAEL W. JONES, ESQ. (SB NO. 136872)
3 GREGORY T. FAYARD, ESQ. (SB NO. 212930)
4 HANSEN, CULHANE, KOHLS, JONES & SOMMER, LLP
3001 LAVA RIDGE COURT, SUITE 120
ROSEVILLE, CA 95661
TELEPHONE: (916) 781-2550

5 Attorneys for Defendant
6 DONGBU INSURANCE COMPANY, LTD.

7
8 UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 (SAN JOSE DIVISION)

E-FILED - 7/6/06

11
12 NORTHERN INSURANCE COMPANY OF
13 NEW YORK and MARYLAND CASUALTY
INSURANCE COMPANY,

Case No. C05 00167 RMW

14 Plaintiffs,

15 vs.

16 DONGBU INSURANCE COMPANY, LTD.,

17 Defendant.

**STIPULATION RE: DEFENDANT'S
RESPONSES TO PLAINTIFFS'
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS
AND INTERROGATORIES**

[L.R. 7-12]

AND ORDER

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19 IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN Defendant
20 DONGBU INSURANCE COMPANY, LTD. and Plaintiffs NORTHERN INSURANCE
21 COMPANY OF NEW YORK and MARYLAND CASUALTY INSURANCE COMPANY, that
22 in response to plaintiffs' March 31, 2006, request for production of documents and
23 interrogatories, in which plaintiffs seek a copy of the confidential settlement agreement (and
24 settlement check), and information related thereto, entered into by Hong Jin Crown Corp./Hong
25 Jin Crown America and Tammy and Gregory Glenn, in Santa Clara Superior Court Action
26 No. 1-02-CV 804969, that Defendant DONGBU will provide a copy of the settlement agreement
27 and cancelled settlement check, and information related thereto, to plaintiffs and plaintiffs'
28 counsel on the condition that counsel for plaintiffs and plaintiffs shall not reveal the settlement

1 agreement, or contents or related information thereof, or the settlement check, or its amount, to
2 anyone, including plaintiffs' insureds and Helmet House, Inc.

3 This stipulation shall not impact the parties' rights to seek to limit or permit disclosure of
4 the Hong Jin/Glenn settlement information, described above. If the matter described in this
5 stipulation is presented to the court for a determination as to its disclosure to anyone other than
6 plaintiffs and plaintiffs' counsel, any disclosure of the Hong Jin/Glenn settlement information, if
7 at all, shall be limited to this case only.

8 In the event plaintiffs and/or plaintiffs' counsel violates this stipulation prior to the court
9 ruling on the scope of disclosure of the Hong Jin/Glenn settlement information, plaintiffs and
10 plaintiffs' counsel will be subject to sanctions and/or contempt in an amount and type to be
11 decided by the court.

12 Date: June 7, 2006

HANSEN CULHANE KOHLS JONES &
SOMMER

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14 By: Gregory T. Fayard
15 GREGORY T. FAYARD
16 Attorneys for Defendant
DONGBU INSURANCE COMPANY, LTD.

17 Date: June 7, 2006

HINSHAW & CULBERTSON

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19 By: Anne D. O'Neill
20 ANNE D. O'NEILL
21 Attorneys for Plaintiffs
22 NORTHERN INSURANCE COMPANY OF
NEW YORK and MARYLAND CASUALTY
INSURANCE COMPANY

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24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25
26 Date: 7/6/06

/S/ RONALD M. WHYTE
UNITED STATES DISTRICT COURT JUDGE